

SERIAL 07014 S BUILDING MOUNTED FIRE EXTINGUISHER SERVICES

DATE OF LAST REVISION: March 11, 2010

CONTRACT END DATE: May 31, 2013

CONTRACT PERIOD THROUGH ~~MAY 31, 2010~~ MAY 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUILDING MOUNTED FIRE EXTINGUISHER SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 16, 2007**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/df
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 05169-IGA from your contract notebooks)

**INVITATION FOR BID FOR: BUILDING MOUNTED FIRE EXTINGUISHER SERVICES
(NIGP 93634)**

1.0 INTENT:

The intent of this Invitation for Bids is to source a responsive/responsible contractor to provide full service maintenance for portable fire extinguishers for the Facilities Management Department (FMD) or other County departments.

The contractor shall provide full maintenance service for portable fire extinguishers with exceptions noted herein. The Contractor shall provide all labor, parts, supervision, tools, equipment, transportation and all effort necessary to perform said services in accordance with these specifications and all National Fire Protection Association (NFPA) codes and standards.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

This contract is not applicable to vehicle mounted fire extinguishers.

2.0 SCOPE OF SERVICES:

2.1 CONTRACTOR REQUIREMENTS:

The Contractor shall furnish all necessary supervision, labor, tools, equipment, supplies, transportation, and all effort necessary to perform the specifications herein at the designated locations.

2.2 SERVICE HOURS:

2.2.1 *REGULAR SERVICE* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.2.2 *AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.2.3 *WEEKENDS & HOLIDAYS* shall be work performed Saturday, Sunday, or during any County holiday.

2.2.4 Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for *REGULAR SERVICE*, and four (4) hour response on-site for calls *AFTER HOURS*. There shall also be a two (2) hour on-site response for any call during *REGULAR* or *AFTER HOURS*, if requested as an EMERGENCY.

2.3 SERVICE HOURS FOR INSPECTION/TESTING:

Routine maintenance inspections/testing shall be made during regular service hours (unless required otherwise).

2.4 INSPECTION AND INVENTORY FORM:

Fire inspection forms utilized in this contract shall be provided by Maricopa County Facilities Management Department (See Exhibit 2, Facilities Management Fire Extinguisher Inspection & Inventory Form). All other inspection forms requested shall meet the minimum requirements as specified in NFPA Fire Protection Systems, second edition, Inspection, Test, and Maintenance manual, or current edition (See also §2.7.8).

2.5 PRICING:

Pricing shall be based on services performed per type of extinguisher. See Attachment A, PRICING for details.

- 2.5.1 Extinguishers requiring only inspection and re-tagged shall be priced as *annual inspection*.
- 2.5.2 Extinguishers that are exhausted and require recharged shall be priced as *recharge*.
- 2.5.3 Extinguishers requiring hydrostatic testing shall be priced as hydro static inspection.
- 2.5.4 Extinguishers requiring a 3 or 6 year inspection shall be priced as *3-year or 6-year inspection*.
- 2.5.5 Extinguishers purchased as new or replacement shall be priced as bid.

2.6 MINIMUM LOT CHARGE:

- 2.6.1 If service requested is less than 20 units, the minimum lot charge may be applied (Refer to Line ~~2.4~~ ~~1.22~~ of ATTACHMENT A).

Exceptions: The lot charge shall not apply to any site at the Durango Campus, Downtown area or Southeast Regional Campus while performing the annual service.

- 2.6.2 No Lot charge shall apply when a unit under a full maintenance program requires repairs due to normal wear and tear. (Refer to Section 2.7.3).
- 2.6.3 Mileage charges are NOT permitted.

2.7 PORTABLE FIRE EXTINGUISHERS:

- 2.7.1 FMD Inventory, Exhibit 3:
The FMD inventory of fire extinguishers attached herein, is considered approximate. There may be portable extinguishers not listed in the inventory or on the inventory but not located. Should the Contractor find errors to the inventory, any such corrections shall be noted to Facilities Automation Specialist staff so appropriate changes can be made.

2.7.2 Annual Service:

- (a) All County owned portable fire extinguishers (those mounted within County-owned buildings) shall be inspected, serviced, tested, and repaired annually in accordance with NFPA-10 or current enforceable codes.

The exceptions to this are detention and FMD facilities which may have "spares" that are NOT mounted. These also shall be serviced.

- (b) Inspection "Quick Check" as described in NFPA-10-4.2.1 is specifically excluded from this contract and will remain the responsibility of the County. All other inspections must be in compliance by the Contractor.
- (c) The Contractor shall check, in addition to NFPA inspection and service requirements, the following:
 - ✓ Check to see if the extinguisher is located in the designated place and either mounted to a wall, in a cabinet, or as a spare set-aside.
 - ✓ Check for no obstructions for access or visibility of extinguisher.
 - ✓ Check operating instructions are on face of unit, legible, and facing outward.

- ✓ Check seals, pull-pins, and tamper indicators are not broken or missing (Exceptions: Detention facilities).*
- ✓ Determine fullness and contents by weighing or hefting.
- ✓ Examine for physical damage, corrosion, leakage, or clogged nozzle.
- ✓ Examine pressure gauge or indicator to ensure in operable range or position.

*Important Note: The Arizona State Fire Marshall has given expressed permission to allow the pins to be removed at Maricopa County operated detention facilities only. The reason for this: pull pins can be removed and used as a weapon.

- 2.7.3 Full Maintenance Service On Portable Fire Extinguishers:
After the Contractor has performed a 3/6 year, hydrostatic inspection, recharge or installed as new, the unit then placed under a *full maintenance-free program* for one (1) year. The date posted on the inspection tag shall be used to determine if a unit is under the full maintenance program or a billable unit. Any problems with that unit that arise after the service date shall be at no cost to the County. Exceptions to this are units that have been discharged by the County, damaged by the County, or pull-pins removed by the County, or damage by others not employed by the Contractor, or any other detrimental impact to the unit not caused by the Contractor. Should any of the aforementioned occur to the unit, it shall be billed as time and materials.
- 2.7.4 Some areas within County buildings may be locked or otherwise not easily accessible by contactors. . It shall be the Contractor's responsibility to contact the Facilities Automation Specialist staff to make access arrangements in order to perform the services required under the contract.
- 2.7.5 Contractor is not to perform non-routine service work at any location until specifically directed to do so by Facilities Automation Specialist staff or an agency of the County who has agreed with the Contractor to fund the billable call. This shall be accomplished by Contractor receiving an FMD trouble call number (for FMD requests) or a purchase order number (for other County departments). This number must be posted on the invoice (See §2.14 invoicing).
- 2.7.6 Service requested by other County departments will not be the responsibility of FMD.
- 2.7.7 ~~Portable Halon extinguishers shall not be recharged without prior approval of the Facilities Automation staff.~~ **Halon extinguishers requiring the three/six year maintenance, hydrostatic testing or require recharging shall be replaced with an ABC type extinguisher.** ~~Preference is to change these units to ABC type extinguishers.~~
- 2.7.8 FMD Inspection Form (Exhibit 2):
The Contractor is required to fill out this form with every service they make, and attach such form to the invoice at the end of each month.
- 2.7.9 If, for whatever reason, a portable extinguisher must be brought into Contractor's shop for repairs, the Contractor shall leave a loaner of approximate size and type. Loaner extinguishers supplied to the County while a unit is in for repair shall be at NO CHARGE to the County. Should the County discharge the loaner, the cost of recharging shall be incurred by the County.
- 2.7.10 Portable Fire Extinguisher Schedules:
The Contractor shall perform services via schedules established by FMD. Scheduled service shall be in divided geographically as follows:
- West of 7th Ave to be performed annually every February - June
 - East of 7th Ave. to be performed annually every July - November
- 2.7.11 The Facilities Automation staff or his authorized representative shall decide all questions which may arise as to the quality and acceptability of any work performed under this

contract. Contractual issues will be addressed to the FMD Contract Administrator, in writing. All correspondence must reference the contract serial number and name.

2.8 ADDITIONAL REQUIREMENTS, FIRE EXTINGUISHER SERVICE:

- 2.8.1 All supplies, materials, and chemicals will be new and unused, except Halon (or alternate) may be reused.
- 2.8.2 CAL METER may be used in lieu of weighing cylinders providing the CAL METER has a current annual calibration tag by an approved calibration laboratory.
- 2.8.3 If requested, contractor must return to Facilities Automation Specialist staff all equipment and/or parts. Parts shall be labeled, identifying part and system to which it came from, no exceptions.

2.9 BACKGROUND CHECK AND UNIFORM REQUIREMENTS:

- 2.9.1 Contractor's staff providing services to areas such as detention facilities, court buildings, or other restricted areas shall require a background check supplied by the County.
- 2.9.2 All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - (a) Shirt/Blouse
 - (b) Vest
 - (c) Hat

2.10 EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor (or subcontractor) is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.11 STAFF REPORTING CONSISTENCY:

Maricopa County comprises 12 million square feet of building space. Knowing where to go, where to park, access issues, equipment locations, just to name a few; are all a requirements to ensure there are no hindrances to the Contractor as he traverses County sites. Additionally, FMD should not be burdened with having to escort Contractor staff who has no building knowledge. As such, the Contractor shall make every effort possible to assign this contract to a technician(s) on a consistent basis who will become familiar with the various sites and security requirements.

2.12 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.13 INVOICING:

At the end of the month for services provided, the contractor shall submit invoicing.

Facilities Management
401 W. Jefferson St.

Phoenix, AZ 85003

IMPORTANT NOTE: Services required by other County departments **MUST** be sent directly to them for payment.

Invoicing that does not have all the required information will be sent back for corrections, delaying payment to the Contractor. (Refer to Section 2.18).

2.14 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

2.14.1 All work must comply with EPA, OSHA, and any local regulations in effect at each service occurrence.

2.14.2 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments.

2.15 CONTRACTOR QUALIFICATIONS

2.15.1 The Contractor shall have a valid State of Arizona Registrar of Contractors license #L-16 for Fire Protection Systems. Proof of such must accompany bid package.

2.15.2 The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine fire extinguisher service and repairs. The Contractor shall have a local shop and/or warehouse that stock parts to keep their trucks supplied daily. These requirements shall be verified by FMD via an informal inspection after proposal submittals and prior to award.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in this Contract. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor. As fire extinguishers testing must be performed routinely as a life safety matter, it is imperative the contractor not fall behind in scheduling. Should this happen, and not corrected within thirty (30) calendar days, the County reserves the right to obtain services outside this contract as stated above.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.17.1.1 Company name, address and contact
- 2.17.1.2 County bill-to name and contact information
- 2.17.1.3 Contract Serial Number
- 2.17.1.4 County purchase order number
- 2.17.1.5 County Building/Site Number
- 2.17.1.6 FMD Trouble Call Number
- 2.17.1.7 Invoice number and date
- 2.17.1.8 Payment terms
- 2.17.1.9 Date of service or delivery
- 2.17.1.10 Quantity (Type and Size of Extinguishers [may be grouped at a site – i.e. 15ea. 10# ABC])
- 2.17.1.11 Completed and attached Inventory Form
- 2.17.1.12 Itemized Parts (if not on the full maintenance program)
- 2.17.1.13 Contract Item number(s)

- 2.17.1.14 Description of Purchase (product or services)
- 2.17.1.15 Pricing per unit of purchase
- 2.17.1.16 Freight (if applicable)
- 2.17.1.17 Extended price
- 2.17.1.18 Arrival and completion time (if applicable)
- 2.17.1.19 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.17.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.17.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors,

omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

MICHAEL MAHR, Contract Administrator, FMD (602) 506-7966
KEN BURT, AUTOMATION SPECIALIST, FMD (602) 506-5839

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.14.1 Two copies of the following:

3.14.1.1 Attachment A - Pricing

3.14.1.2 Attachments B - Agreement Page (with original signatures)

3.14.1.3 Attachment C - References

3.14.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)

3.14.1.5 Copy of current ~~L-16 B-16~~ license

3.14.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.15 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter “W” followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. **Bids submitted without this number may be deemed non-responsive and not considered for award.**

3.16 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.16.1 Compliance with specifications
- 3.16.2 Price
- 3.16.3 Determination of responsibility
- 3.16.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.17 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.17.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

3.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.18 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

3.18.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 **CONTRACTOR LICENSE REQUIREMENT:**

3.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws,

ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

- 3.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

3.20 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

SUN DEVIL FIRE EQUIPMENT, INC., 2929 W CLARENDON AVENUE, PHOENIX, AZ 85017

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

Portable fire extinguisher cost, per unit, based on type of service.

If extinguisher size is not listed in 1.1 - 1.10 unit should be billed to closest unit listed.

	SIZE	TYPE	EFF. 06/01/10 NEW OR REPLACEMENT ■	ANNUAL INSP ◆	3 - 6YR INSPECTION ③	HYDRO STATIC INSPECTION * ●	RECHARGE ⑤
1.1	2.5#	Dry Chemical	\$ 28.00 29.40	\$ 3.00	\$ 10.00	\$ 10.00	\$ 10.00
1.2	5#	Dry Chemical	\$ 46.00 48.30	\$ 6.00	\$ 15.00	\$ 30.00	\$ 15.00
1.3	5#	CO2	\$ 166.95 175.30	\$ 1.00	\$ 0.01	\$ 10.00	\$ 10.00
1.4	10#	Dry Chemical	\$ 65.00 68.25	\$ 6.00	\$ 20.00	\$ 30.00	\$ 20.00
1.5	10#	CO2	\$ 266.94 280.30	\$ 6.00	\$ 0.01	\$ 20.00	\$ 20.00
1.6	15#	CO2	\$ 261.23 274.30	\$ 1.00	\$ 0.01	\$ 10.00	\$ 10.00
1.7	20#	Dry Chemical	\$ 120.83 126.87	\$ 3.00	\$ 15.00	\$ 30.00	\$ 25.00
1.8	20#	CO2	\$ 281.23 295.30	\$ 1.00	\$ 0.01	\$ 10.00	\$ 10.00
1.9	6ltr	K class	\$ 172.46 181.08	\$ 1.00	\$ 0.01	\$ 60.00	\$ 60.00
1.10	2.5 gal	AFFF	\$ 100.58 105.60	\$ 3.00	\$ 0.01	\$ 20.00	\$ 20.00
1.11	All	Halon	N/A	\$ 3.00	N/A	N/A	N/A

■with metal head only -- not plastic. Price to include proper disposal of replaced unit.

◆Price for normal annual inspection and tagging shall include inspection, all labor, materials, seals, stickers, tags and transportation to place back in service.

③Price to include annual inspection, all labor, materials, agent, seals, o rings, stickers, collars, pull pins, tags and transportation to place back in service.

*●Price to include annual inspection, all labor, materials, agent, seals, o rings, stickers, collars, pull pins, tags, hydrostatic testing and transportation to place back in service

⑤Price to include annual inspection, all labor, materials, agent, seals, o rings, stickers, collars, pull pins, tags and transportation to place back in service.

SUN DEVIL FIRE EQUIPMENT, INC., 2929 W CLARENDON AVENUE, PHOENIX, AZ 85017

2.0 **BILLABLE LABOR:**

2.1	Labor, normal business hours:	<u>\$ 75.00</u>	/per hr.
2.2	Labor, after hours:	<u>\$ 95.00</u>	/per hr.
2.3	Labor, weekends and holidays:	<u>\$ 125.00</u>	/per hr.
2.4	Lot charge (less then 20 units at a site)	<u>\$ 65.00</u>	/ Per service call
2.5	Parts, materials, supplies not covered under full maintenance, cost plus	<u>60</u>	/per cent

PRICING SHEET: 9363401

Terms:	5% 30 Days Net 31
Vendor Number:	W000006648 X
Telephone Number:	623/245-0636
Fax Number:	602/495-9291
Contact Person:	Randy Simmers
E-mail Address:	service@sundevilfire.com
Company Web Site:	www.sundevilfire.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2010 2013.